

EXPORT-IMPORT BANK OF THE UNITED STATES
BENEFICIARY CERTIFICATE AND AGREEMENT
For Use With
Bank Letter of Credit Export Credit Insurance Policy
or
Financial Institution Buyer Credit Export Credit Insurance Policy
(Class I and II Format)
or
Medium Term Export Credit Insurance Policy

NOTE: This form is to be used only if the Beneficiary of the letter of credit, the recipient of a funding under a direct buyer credit loan or the recipient of payment under a reimbursement loan is not also the U.S. Exporter. In that situation the Exporter must complete those parts of the Exporter Certificate required in its instructions and the Beneficiary must complete this entire certificate.

Name and Address of Insured:

Name and Address of Beneficiary:

Policy No. _____

Beneficiary's Dun & Bradstreet Number _____

Taxpayer ID No.: _____ Congressional District: _____

Indicate (not required) if owned by a ☐ woman, or an ☐ ethnic minority, describe _____

Upon representation that the Export-Import Bank of the United States (hereinafter "Insurer") has issued to the insured identified above an export credit insurance policy, and in consideration of either (check one):

- ☐ a) the payment, acceptance or negotiation of an irrevocable letter of credit in our favor; or,
- ☐ b) the financing of an export,

We, the Beneficiary, hereby certify to the Insurer and the Insured as follows:

1. The Insured has either (check one):

- ☐ a) informed us of an irrevocable letter of credit with Identification No. _____ and we have presented, or shall present, documents which are in compliance with the terms and conditions of such irrevocable letter of credit; or,
- ☐ b) to our belief, established an obligation of the foreign buyer named below to make repayment of funds on a specified term in support of an export, for which we have received payment.

2. The above referenced irrevocable letter of credit or the buyer's obligation to repay the Insured is in support of an export transaction described as follows:

- a) Name and address of buyer _____

- b) Description and quantity of products/services _____

If products are used, attach Used Equipment Questionnaire.

- c) Place of Shipment _____
- d) Date of Shipment _____
- e) Net Delivered Price Summary:

(i) Total insurance, freight or other delivery charges included in the transaction

\$ _____

(ii) Total final net delivered price to buyer

\$ _____

3. To the best of our knowledge and belief, the products described above were shipped from the United States, in accordance with paragraph 2 above.

4. With respect to products (a) which could be used for military purposes, (b) which could be components of a product or equipment which could be used for military purposes, (c) which could be used to manufacture products or equipment which could be used for military purposes, (d) listed on the United States Munitions List (part 121 of Title 22 of the Code of Federal Regulations), or (e) purchased by military or defense organizations, we have received the written approval of the Export-Import Bank of the United States for such sale prior to shipment of the products.

5. The products do not consist of technology, fuel, equipment, materials or goods and services to be used in the construction, alteration, operation or maintenance of nuclear power, enrichment, reprocessing, research or heavy water production facilities.

6. To the best of our knowledge and belief the products are not principally for use in Republika Srpska (Bosnia-Herzegovina), Cambodia, Cuba, Democratic People's Republic of Korea (North Korea), Iran, Iraq, Laos, Libya, Myanmar (Burma), Serbia (Serbia/Montenegro), Sudan, or Syria.

7. The undersigned declares that it is not currently, nor has it been within the preceding three years: (1) debarred, suspended or declared ineligible from participating in any Federal transaction; or (2) formally proposed for debarment, with a final determination still pending; (3) voluntarily excluded from participation in a Federal transaction; or (4) indicted, convicted or had a civil judgement rendered against it for any of the offenses listed in the Regulations governing Debarment and Suspension (Governmentwide Nonprocurement Debarment and Suspension Regulations; Common Rule).

8. The applicant certifies that it is not delinquent on any amounts due and owing to the U.S. Government or its agencies or instrumentalities as of the date of this application.

With knowledge that the Insurer will rely on the certifications and representations made in this certificate, we agree to be liable for any damages (including, without limitation, reimbursement to the Insurer of any claim payment under the export credit insurance policy) suffered by the Insurer's reliance on such certifications and representations. We further understand that this certification is subject to the penalties for fraud provided in Article 18 United States Code, Section 1001.

By: _____
(Authorized Representative of the Beneficiary)

Print Name: _____

Title: _____

Date: _____

On this _____ day of _____, _____, before me personally appeared _____,

to me known, who first being duly sworn by me, did depose and say that he/she is the _____ of

_____ ^{Title}
described herein and who executed the foregoing instrument; and

^{Beneficiary}
that he/she has full authority to complete and execute the said instrument in the name of, and on behalf of, the said corporation.

Notary Public